

Official Form 417A (12/18)

113

FILED
U.S. BANKRUPTCY COURT
2019 JUN 27 P 4: 52
S.D. OF NY.

[Caption as in Form 416A, 416B, or 416D, as appropriate]

NOTICE OF APPEAL AND STATEMENT OF ELECTION

Part 1: Identify the appellant(s)

1. Name(s) of appellant(s): Marianne OGrady
2. Position of appellant(s) in the adversary proceeding or bankruptcy case that is the subject of this appeal:

For appeals in an adversary proceeding.

- ☐ Plaintiff
☐ Defendant
☒ Other (describe) I am injured

For appeals in a bankruptcy case and not in an adversary proceeding.

- ☐ Debtor
☐ Creditor
☐ Trustee
☐ Other (describe) see this page and attached

by 2002 DaimlerChrysler Corp manufactured vehicle and (1) as attached as is stated

Part 2: Identify the subject of this appeal

1. Describe the judgment, order, or decree appealed from: as attached as is stated
2. State the date on which the judgment, order, or decree was entered: June 13, 2019

Part 3: Identify the other parties to the appeal

List the names of all parties to the judgment, order, or decree appealed from and the names, addresses, and telephone numbers of their attorneys (attach additional pages if necessary):

1. Party: Marianne OGrady Attorney: N/A Pro Se
Motor Liquidation Co 83 E 336 St
as host to process Bronx NY 10470
2. Party: creditors in name of Indonant Attorney: Attorney Donald Party
Therapy Man Miller
2990 First Street

09-50026-mg
document #
14530

I do not agree to auto-vacate. [1] unknown attorneys in May 2019 identified as "GVC" and have harassed, pursued, waited, and harmed me from before Sept 2017 until, presently in collection of hindered victims for their Class Cramdown, in prohibited scheme as lenders. It is racket which involves manufacturers

[2]

13

I am sok person with
stending to appeal. I
do not permit 1.5 billion
of U.S. funds to get
stolen by stoli racketeers
to harm others including
me. All others who
held their client's property
in constructive trust for
10 years may ~~the~~ rewrite
their 9019(c) agreement
and sign it as identical
to order being appealed
except I do not appeal
that branch of appeal so
their clients are not prejudiced
and lawyers may move on.

3/3

Part 4: Optional election to have appeal heard by District Court (applicable only in certain districts)

If a Bankruptcy Appellate Panel is available in this judicial district, the Bankruptcy Appellate Panel will hear this appeal unless, pursuant to 28 U.S.C. § 158(c)(1), a party elects to have the appeal heard by the United States District Court. If an appellant filing this notice wishes to have the appeal heard by the United States District Court, check below. Do not check the box if the appellant wishes the Bankruptcy Appellate Panel to hear the appeal.

- ☒ Appellant(s) elect to have the appeal heard by the United States District Court rather than by the Bankruptcy Appellate Panel.

Part 5: Sign below

Signature of attorney for appellant(s) (or appellant(s) if not represented by an attorney)

Date: _____

June 27 20 19

Name, address, and telephone number of attorney (or appellant(s) if not represented by an attorney):

Havanne O. Galy
83 E 73rd St
Bronx NY 10470

Fee waiver notice: If appellant is a child support creditor or its representative and appellant has filed the form specified in § 304(g) of the Bankruptcy Reform Act of 1994, no fee is required.

[Note to inmate filers: If you are an inmate filer in an institution and you seek the timing benefit of Fed. R. Bankr. P. 8002(c)(1), complete Director's Form 4170 (Declaration of Inmate Filing) and file that declaration along with the Notice of Appeal.]

Lead, MEGA, PENAP, SchedF, FeeDueAP, APPEAL, LV2APPEAL, WDREF, MDisCs

**U.S. Bankruptcy Court
Southern District of New York (Manhattan)
Bankruptcy Petition #: 09-50026-mg**

Date filed: 06/01/2009

Assigned to: Judge Martin Glenn
Chapter 11
Voluntary
Asset

Schedule A

Debtor *Appellee*
Motors Liquidation Company
300 Renaissance Center
Detroit, MI 48265-3000
OUTSIDE HOME STATE
Tax ID / EIN: 38-0572515
aka GMC Truck Division
aka Automotive Market Research
aka NAO Fleet Operations
aka National Car Rental
aka GM Corporation
aka National Car Sales
aka GM Corporation-GM Auction
Department
fka General Motors Corporation

represented by **Donald F. Baty, Jr.**
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*Motors Liquidation Company
in capacity as
host to proceeding
of those having names
of appellees "Indiana
Pension Fund" of variation
in 2009 and 2010 in
09-50000 to 09-50025 (26 series cases)
"Chrysler" as entirely declared in*

2015

*Collected
2015
06/28/2019, 1:34 PM*

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Trustee
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represented by **Mitchell A. Karlan**
(See above for address)

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Andrew D. Velez-Rivera
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Creditor Committee
Official Committee of Unsecured
Creditors of General Motors
Corporation

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Creditor Committee
Official Committee of Unsecured
Creditors Holding Asbestos-Related
Claims

represented by **Lauren Macksoud**
(See above for address)

Filing Date	#	Docket Text
06/01/2009	<u>1</u>	Voluntary Petition (Chapter 11). Order for Relief Entered. Schedule A due 6/16/2009. Schedule B due 6/16/2009. Schedule C due 6/16/2009. Schedule D due 6/16/2009. Schedule E due 6/16/2009. Schedule F due 6/16/2009. Schedule G due 6/16/2009. Schedule H due 6/16/2009. Summary of schedules - Page 1 due 6/16/2009. Summary of schedules - Page 2 (Statistical Summary) due 6/16/2009. Incomplete Filings due by 6/16/2009, Chapter 11 Plan due by 9/29/2009, Disclosure Statement due by 9/29/2009, Initial Case Conference due by 7/1/2009, Filed by Stephen Karotkin of Weil, Gotshal & Manges LLP on behalf of General Motors Corporation. (Karotkin, Stephen) (Entered: 06/01/2009)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re:

MOTORS LIQUIDATION COMPANY, f/k/a
GENERAL MOTORS CORPORATION, *et al.*,

Chapter 11

Case No. 09-50026 (MG)
(Jointly Administered)

Debtors.

-----X
MOTORS LIQUIDATION COMPANY AVOIDANCE
ACTION TRUST, by and through the Wilmington Trust
Company, solely in its capacity as Trust Administrator and
Trustee,

Adversary Proceeding

Plaintiff,

Case No. 09-00504 (MG)

against

JPMORGAN CHASE BANK, N.A., *et al.*,

Defendants.
-----X

**ORDER PURSUANT TO SECTIONS 105 AND 1142 OF THE BANKRUPTCY
CODE AND BANKRUPTCY RULE 9019 APPROVING
THE SETTLEMENT AGREEMENT AND RELATED RELIEF**

Upon the motion (the “**Motion**”) of Motors Liquidation Company Avoidance Action Trust (the “**AAT**”) pursuant to Bankruptcy Code sections 105(a) and 1142 and Bankruptcy Rule 9019 dated May 13, 2019 for approval of the settlement agreement (the “**Settlement Agreement**”) dated as of April 10, 2019, entered into among the AAT, the Motors Liquidation Company GUC Trust (the “**GUC Trust**”), each of the defendants in the Term Loan Avoidance Action that are listed on Schedule 1 to the Settlement Agreement (including any dissolved defendant on behalf of which its former manager or other related Person executed the Settlement Agreement), including, without limitation, JPMorgan Chase Bank, N.A., in its individual capacity and as administrative agent (in

both such capacities, “**JPMorgan**”) under a Term Loan Agreement dated as of November 29, 2006 and amended from time to time (the “**Term Loan Agreement**”), and Simpson Thacher & Bartlett LLP (each a “**Party**,” and collectively, the “**Parties**”)¹; and the joinder to the Motion by the GUC Trust dated May 13, 2019; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. § 1409; and upon consideration of the Declaration of Arthur J. Gonzalez dated May 8, 2019; and due and proper notice of the Settlement Agreement having been given, and no other or further notice being necessary; and the Court having reviewed the Settlement Agreement; and after due deliberation and for good cause shown,

THE COURT FINDS:²

A. The legal and factual bases set forth in the Motion establish just and sufficient cause to grant the relief requested therein.

B. The Settlement Agreement and the actions contemplated thereby, including the releases and bar order given therein, meet the standards established by the Second Circuit for the approval of a compromise and settlement in bankruptcy, and are reasonable, fair and equitable and supported by adequate consideration.

C. The Settlement Agreement and the actions contemplated thereby, including the

¹ The Settlement Agreement is annexed as Exhibit B to the Motion. Capitalized terms used in this Order without definition have the meanings ascribed thereto in the Settlement Agreement.

² The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent that any of the findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

releases given therein, are in the best interests of the beneficiaries of the AAT.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** and the Settlement Agreement is **APPROVED**, to the extent set forth herein.

2. Any and all objections to the Motion or the relief requested therein that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled on the merits.

3. The AAT and the GUC Trust are authorized to take all necessary steps pursuant to the terms and conditions of the Settlement Agreement to effectuate the Settlement Agreement and the other Settlement Documents, including without limitation, execution, delivery and performance of the Settlement Agreement and the other Settlement Documents, allowance of the Allowed TL Claims, and effectuation of the releases, bar order and the covenants not to sue incorporated in the Settlement Agreement, the other Settlement Documents and/or this Order.

4. As evidenced by the affidavits of service filed with this Court, and in accordance with the procedures described in the Motion, notice has been given and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to (a) the potential beneficiaries of the AAT, including the holders of Allowed General Unsecured Claims (as defined in the AAT Agreement); (b) the DIP Lenders; (c) the Capital Providers; (d) the Office of the United States Trustee for the Southern District of New York; (e) counsel to the Signatory Plaintiffs, as such term is defined in the settlement agreement by and among the Signatory Plaintiffs and the GUC Trust, dated as of February 1, 2019; (f) JPMorgan; (g) the Defendants Steering Committee Counsel; (h) all other Term Lender counsel of record; (i) any other Term Lender recipient of the Term Loan Repayment at the electronic or physical address provided

to JPMorgan, as agent, by the Term Lender as of June 30, 2009 (or such other address, if any, as provided by such Term Lender to JPMorgan thereafter in connection with the Term Loan Avoidance Action); (j) any Net Proceeds Counter-Party to a Net Proceeds Transaction with JPMorgan; (k) any Net Proceeds Counter-Party to a Net Proceeds Transaction with a Non-JPMorgan Term Lender Party, provided that such Net Proceeds Counter-Party is known to the employee or representative of such Non-JPMorgan Term Lender Party who is responsible for supervising the defense of the Term Loan Avoidance Action; (l) additional publication notice of the Motion has been published in The New York Times and Investor's Business Daily, as set forth in the Settlement Agreement; and the notice was good, sufficient and appropriate in light of the circumstances and the nature of the relief requested, and no other or further notice is or shall be required.

5. The Fee Examiner shall be given the maximum immunity permitted by law from civil actions for all acts taken or omitted in the performance of her duties. In addition to such immunity, no action may be commenced against the Fee Examiner in connection with Fee Examiner matters except in this Court and only with the prior approval of this Court, which retains exclusive jurisdiction.

6. This Order is a final order within the meaning of 28 U.S.C. § 158(a).

7. Upon entry of this Order, any Person (other than a DIP Lender) that is not a signatory to the Settlement Agreement is permanently barred, enjoined, and restrained from contesting or disputing the reasonableness of the settlement, or commencing, prosecuting, or asserting any Actions, including, without limitation, Actions for contribution, indemnity, or comparative fault (however denominated and on whatsoever theory), arising out of or related to any Released Matters, to the fullest extent permitted by law.

8. JPMorgan is authorized in its capacity as administrative agent pursuant to Section 8.05 of the Term Loan Agreement to grant the releases by the Term Lenders contemplated by the Settlement Agreement, to the fullest extent permitted by law.

9. For the avoidance of doubt, nothing in this Order shall preclude: (i) claims by the Parties to the Settlement Agreement or Settlement Documents to enforce any obligations created therein; (ii) claims by the Parties to the Settlement Agreement to enforce this Order; or (iii) claims by JPMorgan and the non-JPMorgan Term Lender Parties to pursue, receive or retain distributions on the Allowed TL Claims allocated in Schedule 1 of the Settlement Agreement.

10. The AAT Settlement Payment is (i) being made to the AAT to settle the Term Loan Avoidance Action against the Term Lenders, (ii) a partial repayment of the Term Loan Repayment on behalf of the Term Lenders, and (iii) a recovery by the AAT of the proceeds of the Term Loan Avoidance Action.

11. The claims arising in favor of the Term Lenders as a result of the AAT Settlement Payment are allowed claims against the GUC Trust and the AAT pursuant to Bankruptcy Code section 502(h), and are "Term Loan Avoidance Action Claims" under and as defined in the GUC Trust Agreement and the AAT Agreement, respectively.

12. The failure to specifically include any particular provision of the Settlement Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Settlement Agreement, and all actions required for its implementation, be approved in its entirety.

13. If the Final Closing Conditions are not met, then this Order shall be deemed to be nullified and void ab initio in all respects.

14. This Order shall be immediately effective and enforceable upon entry.

15. The Court shall retain jurisdiction to hear and determine any and all matters concerning this Order.

IT IS SO ORDERED.

Dated: June 13, 2019

New York, New York

/s/ Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge

JS 44 (Rev. 02/19)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS Marianne OGrady (b) County of Residence of First Listed Plaintiff <u>Bronx</u> (EXCEPT IN U.S. PLAINTIFF CASES) (c) Attorneys (Firm Name, Address, and Telephone Number) 	DEFENDANTS Daimler Chrysler Corp. [1] FC US LLC [2] County of Residence of First Listed Defendant <u>NY County</u> (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known) [2] statement part VIII applies and FC US LLC is not to be used for FCA vs LLC [1] GM n/ka Motors Liq. SDNY 09-50026-mg hosts fraud which if related now is see fraud
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II. BASIS OF JURISDICTION (Place an "X" in One Box Only) <input type="checkbox"/> 1 U.S. Government Plaintiff [4] <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) [4] US is statutory party 49 USC 30120A	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only) <table border="1" style="width:100%"><tr><td>PTF</td><td>DEF</td><td>PTF</td><td>DEF</td></tr><tr><td><input checked="" type="checkbox"/> 1</td><td><input checked="" type="checkbox"/> 1</td><td><input checked="" type="checkbox"/> 4</td><td><input checked="" type="checkbox"/> 4</td></tr><tr><td><input type="checkbox"/> 2</td><td><input type="checkbox"/> 2</td><td><input type="checkbox"/> 5</td><td><input type="checkbox"/> 5</td></tr><tr><td><input type="checkbox"/> 3</td><td><input type="checkbox"/> 3</td><td><input type="checkbox"/> 6</td><td><input type="checkbox"/> 6</td></tr></table> [5] principal party is FCA US LLC	PTF	DEF	PTF	DEF	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5	<input type="checkbox"/> 5	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6
PTF	DEF	PTF	DEF														
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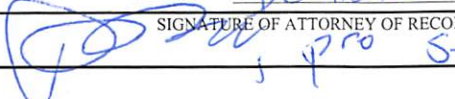
IV. NATURE OF SUIT (Place an "X" in One Box Only)					
CONTRACT <input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input checked="" type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input checked="" type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	FORFEITURE/PENALTY <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input checked="" type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	BANKRUPTCY <input checked="" type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input checked="" type="checkbox"/> 871 IRS—Third Party 26 USC 7609	OTHER STATUTES <input checked="" type="checkbox"/> 375 False Claims Act <input checked="" type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input checked="" type="checkbox"/> 410 Antitrust <input checked="" type="checkbox"/> 430 Banks and Banking <input checked="" type="checkbox"/> 450 Commerce <input checked="" type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input checked="" type="checkbox"/> 490 Cable/Sat TV <input checked="" type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input checked="" type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input checked="" type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)							
<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify)	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File	

VI. CAUSE OF ACTION	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 49 USC 30120A, Title 49 ref. by 49 11 USC 30303(b), US Constit. Amdmt 1, 4, 5, 10, 14, 28 USC 2041 & 11 USC 105(b), 11 USC Brief description of cause: §§105(b), 107, 544; NYS Gen. Ob Laws ("GOB")13-101(1),(2)nd (3); GOB 51501B, NYS CPLR 1602(6); GOB 5-101,5-702, [3]
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VII. REQUESTED IN COMPLAINT: <input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.	DEMAND \$ JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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VIII. RELATED CASE(S) IF ANY in matter of Chrysler, of SDNY Bankr.Court index 09-500xx and "xx" is 00, 01, 02 in same order to and include 25 (See instructions): JUDGE <u>Beinstein</u>	DOCKET NUMBER <u>09-50026-Smb</u>
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DATE June 27, 2019	SIGNATURE OF ATTORNEY OF RECORD 	JUDGE MAG. JUDGE
RECEIPT #	AMOUNT	APPLYING IFP

[3] NYS ins law 3205(a)&(d)), threat, libel, interference (contract insurer-driver contract, NYS CPLR 1602(6)) no right to trial, no fed /state process due bankr fraud. GUC class cramdown threats. concealment of insurance. fraud (bankruptcy, securities, banking, insurance) in 10 yrs. Harm of non-art III judge in irregular process in name GM but with Indiana Pension Fund from Chrysler of petition in 2009. ignore written notice of No consent, (Stern). but add threat of vacate. STOLI auto trust switch insurance for impaired equities, conceal w. class. obstructed justice for 10 yrs. Harm as auto trust GUCs ignore title 49 obligations, e.g. ignition switch, rear impact gas tank explosions, to warrant punitive damages